



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, MND, FF.

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order to recover the cost of repairs and cleaning, and to retain a portion of the security deposit in satisfaction of his claim.

The tenant applied for the reimbursement of a portion of the water bill and for the return of the security and pet deposits. Both parties applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties agreed that they had received each other's evidence.

Issues to be decided

Is the landlord entitled to a monetary order? Is the tenant entitled to a monetary order and to the return of her security and deposits?

Background and Evidence

The tenancy started on April 30, 2022, for a fixed term of one year. The tenant moved out on December 07, 2022, and paid rent for the entire month of December 2022. The landlord found a tenant for January 01, 2023. The monthly rent was \$3,500.00 and did not include utilities. Prior to moving in the tenant paid a security deposit of \$1,750.00 and a pet deposit of \$500.00.

The claims of both parties were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay the tenant \$1,685.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$1,685.00 from the landlord in full and final settlement of all claims against the landlord. A monetary order in favour of the tenant for this amount will be granted to the tenant.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$1,685.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the parties' requests to recover the filing fee paid for their applications.

Conclusion

I grant the tenant a monetary order in the amount of **\$1,685.00.**

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 28, 2023

Residential Tenancy Branch